

# DIVORCE GUIDELINES



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## DISCLAIMER

The information provided herein is intended to be used in the preparation of a Domestic Relations Order (DRO). Neither the staff of the Public School Employees' Retirement System (PSERS) nor PSERS' Office of Chief Counsel can offer any advice on the advisability of any DRO provision, feature, or option. Due to the potential complexity of drafting a DRO, PSERS highly encourages the retention of private legal counsel and/or pension consultants/actuaries to draft the DRO and perform the calculations. PSERS does not draft DROs. PSERS provides sample language based on common language that has been previously submitted to PSERS and approved. PSERS also does not respond to questions that seek advice or estimated scenarios of benefit distributions for a DRO.

The PSERS benefit structure can be found in the Public School Employees' Retirement Code (Retirement Code) or in one of PSERS' online publications. PSERS oversees the benefit plan for its Members, which may be subject to attachment by an Approved Domestic Relations Order (ADRO). PSERS' statutory duty is to review a DRO to ensure that the provisions comply with the requirements set forth in the Retirement Code. In this regard, the type of information PSERS provides is the basic Member information that is subject to public disclosure. Please refer to these Divorce Guidelines, published actuarial tables, member handbook, online estimate calculator, and Retirement Code.

*NOTE: PSERS is not in the business, nor is it statutorily required, to educate or provide retirement scenarios/estimates for purposes of drafting a DRO or divorce settlement. Such services are marketed by private actuaries/pension consultants. Thus, specific estimated calculations should be requested from, and performed by, hired consultants, legal or actuarial.*

**The information contained in this document is not intended as legal or actuarial advice and is not to be used in place of legal counsel or an actuary. The information is intended to provide general information to PSERS' Members regarding their retirement benefits and the impact on such benefits due to a divorce action. PSERS strongly recommends that Members who are involved in a divorce contact a qualified professional for assistance.**

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# The Public School Employees' Retirement System - Who are we?

The Public School Employees' Retirement System (PSERS) is an agency of the Commonwealth of Pennsylvania that manages a governmental pension plan for Pennsylvania public school employees. PSERS offers, as defined under the Internal Revenue Code (IRC), a 401(a) Defined Benefit (DB) Plan (PSERS DB Plan) and a 401(a) Defined Contribution (DC) Plan (PSERS DC Plan). For more information regarding the different plans, please refer to PSERS' *Active Member Handbook*, which is available on the PSERS website at [www.pa.gov/PSERS](http://www.pa.gov/PSERS).

Because of PSERS' status as a governmental pension plan, PSERS is exempt from the pension plan requirements outlined in the Employee Retirement Income Security Act, the Retirement Equity Act of 1984, and the IRC regarding a Qualified Domestic Relations Order and Spousal Consent. This means that, in the absence of a divorce action, the Member may take any action on their retirement benefit without notice to or consent from anyone, including the spouse of the Member.

## How does a divorce affect PSERS retirement benefits?

A PSERS retirement benefit may be classified as Marital Property that can be divided in a divorce. The division of Marital Property in a divorce is known as Equitable Distribution. The retirement benefit may be one of the largest financial assets and, therefore, the division of the benefit may be an important issue in a divorce.

A Class T-C, Class T-D, Class T-E, Class T-F, Class T-G, or Class T-H member has a PSERS DB Plan component to their retirement benefit (DB benefit). A Class T-G, Class T-H, or Class DC member has a DC component (DC benefit). For general information regarding the DB and DC benefits, please refer to PSERS' *Active Member Handbook*, which is available on the PSERS website at [www.pa.gov/PSERS](http://www.pa.gov/PSERS).

Any attachment of the DB or DC benefit, for the purpose of Equitable Distribution, must be accomplished through the terms of an Approved Domestic Relations Order (ADRO), as set forth in the Retirement Code. This means that a Domestic Relations Order (DRO) must be reviewed and approved by PSERS to be effective.

*Note: Although a Property Settlement Agreement (PSA) may be incorporated into a Divorce Decree and may form part of the language used in a DRO, the PSA, by itself, is not sufficient to constitute an ADRO.*

The Retirement Code does not authorize a separate interest approach, as an Alternate Payee only has the right to receive a portion of the moneys payable to the Member pursuant to an ADRO. The law does not grant an Alternate Payee any right, privilege, or benefit of a Member.

*Note: A DRO is not required for support orders or orders for enforcement of arrearages under Pennsylvania's Divorce Code. PSERS will approve these orders, separately, provided they do not exceed the Pennsylvania or federal law limits on attachment.*

# How does a DRO become an ADRO?

The Retirement Code requires the submission of a court-approved DRO to PSERS for review and approval as an ADRO. Similarly, any amendment(s) to a previously approved ADRO must be submitted to PSERS for approval.

PSERS will review the DRO to confirm that it complies with the Retirement Code and ensure that the benefits can be processed. If the DRO is acceptable to PSERS, PSERS will issue a letter summarizing the terms of the DRO. PSERS will not assess the accuracy of any information, such as dates of membership, account valuations, or other data used in the draft of the DRO.

A draft DRO or a draft amendment to an ADRO may be submitted to PSERS for a courtesy review before obtaining court approval, provided that both parties have executed the draft DRO. PSERS' review of the draft DRO is not an approval of the DRO as an ADRO. Once the DRO is finalized and accepted by the court, the DRO must be resubmitted to PSERS for review and approval as an ADRO.

To submit the DRO for review, mail it to:

**Specialized Processing Unit**  
**PSERS**  
**5 North 5th Street**  
**Harrisburg PA 17101-1905**

**PSERS Specialized Processing Unit does not provide actuarial services and is not authorized to provide advice to either party or counsel or express an opinion on the appropriateness of the terms of a DRO.** PSERS' role in reviewing and interpreting a DRO is to ensure compliance with the Retirement Code and not to determine whether the terms are beneficial to either party or in compliance with other agreements (e.g., PSA) established between the parties. If the DRO is acceptable, PSERS will issue a final approval letter. If either party does not agree with PSERS' interpretation, they must contact PSERS immediately. Otherwise, PSERS will administer the ADRO as stated in the approval letter.

## What if a former spouse wants to waive their right to any equitable distribution of the Member's DB and DC retirement benefit?

If the parties agree, in writing, that the DB and DC benefit is not affected by the divorce proceeding, PSERS can process a retirement benefit before the divorce is finalized. The former spouse must submit a completed *Waiver of Pension Benefits* (PSRS-1286) form to PSERS. This waiver form is available by calling PSERS or by accessing the PSERS website at [www.pa.gov/PSERS](http://www.pa.gov/PSERS). Any such waiver is irrevocable.

## Should one DRO cover the DB and DC benefit?

The law applies different rules to the equitable distribution of the DB and the DC benefits, and the Retirement Code requires certification of the DRO for each plan. The DRO for the DC benefit will be separately administered by the third-party administrator of the PSERS DC Plan. Separate DROs, therefore, should be submitted for the DB benefit and the DC benefit to ensure that the equitable distribution under each separate plan is clearly specified and properly certified and administered.

## Does PSERS have sample DROs?

Yes. Sample DROs for the DB and DC benefit are attached as Exhibit A and Exhibit B to these guidelines. Because the Divorce Code and the Retirement Code provide specific requirements for equitably dividing each benefit, the parties are encouraged to use PSERS' templates when drafting a DRO. When drafting a DRO, the parties should be cautious in developing complex formulas that may open the DRO to differing interpretations or require an actuary. PSERS will not approve a DRO that it believes contains unclear or ambiguous language regarding the division of property.

## PSERS DB Plan

### What portion of the DB benefit is Marital Property?

For the DB benefit, Pennsylvania law identifies the Marital Property Component in terms of a Coverture Fraction, which is defined by the Divorce Code as follows:

The denominator is the number of months the Member worked to earn the total benefit, and the numerator is the number of such months during which the parties were married and not finally separated.

PSERS calculates the benefit, for purposes of the Coverture Fraction, based on the percentage of service credit earned during the months of marriage, divided by the total service credit earned during the entire period of employment.

*Example: Member starts work September 1980. He gets married September 1984. The Divorce Decree is entered September 2002. Member intends to retire September 2004. Member's Present Value is \$600,000. The Coverture Fraction is 18 (years of credited service during marriage)/24 (total years of credited service), or .75. The marital portion of Member's benefit is \$450,000 (\$600,000 \* .75).*

The benefit to which the Coverture Fraction is applied includes any lump sum withdrawals and/or scheduled or ad hoc increases, but it excludes the disability supplement of any disability annuity paid to the Member by PSERS and any enhancements to the Member's retirement benefit arising from post-separation monetary contributions made by the Member.



If the Member is a Multiple Service Member, the Member's credited state service with the State Employees' Retirement System (SERS) will be included in the value of the Member's account and the calculation of the Coverture Fraction, unless otherwise stated in the DRO.

## What is a valuation of the DB benefit?

PSERS can provide the valuation of the Marital Property Component of an active Member's PSERS DB Plan account. The valuation is different from a retirement estimate. The value of the Marital Property Component is based on the value of the DB benefit as of the date the valuation is calculated, not as of the Member's estimated date of retirement.

*Note: Any valuation of the DB benefit is an estimate and does not guarantee that the benefit stated on the valuation will be the benefit at the time of retirement. PSERS does not provide valuations for Members who are retired.*

To request a valuation of the DB benefit, PSERS must receive a written request from the Member, the Member's attorney, or the Member's authorized representative. If anyone other than the Member is requesting the information, an authorization for release of information, signed by the Member, must be submitted to PSERS with the request. An *Authorization for Release of Information* (PSRS-1273) form is available by calling PSERS or accessing the PSERS website at [www.pa.gov/PSERS](http://www.pa.gov/PSERS).

The written request for a valuation of the DB benefit must include the date of marriage and the date of legal separation. The valuation should be requested at least four weeks in advance of when the information is needed. If the request cannot be submitted at least four weeks in advance, please provide the date the information is needed and PSERS will attempt to accommodate the request, if possible.

*Note: If the Member is a Multiple Service Member, the valuation of the SERS benefit will not be included. A separate valuation should be obtained from SERS.*

**PSERS will not discuss or express an opinion on how the valuation or estimate was calculated, the actuarial factors used by PSERS, or alternative calculations suggested by privately hired actuaries or lawyers.**

## What are the DRO rules for a DB benefit?

1. **PSERS must review and approve the DRO for it to be effective.**
2. In no case can the DRO provide any type or form of benefit or any option that is not set forth in the Retirement Code. A DRO cannot alter the DB benefit structure. The DB benefit structure is limited to the retirement options and statutory formula set forth in the Retirement Code and the actuarial factors adopted by the Public School Employees' Retirement Board. PSERS will not accept a DRO that attempts to alter how the DB benefit is calculated under the Retirement Code.
3. The total benefits payable to the Member and the Alternate Payee cannot exceed the benefit that would have been payable to the Member in the absence of a divorce.

4. The DRO cannot allow the Alternate Payee to exercise any of the Member's rights, options, or privileges.
5. The Alternate Payee may not receive disbursements of the DB benefit (monthly annuity or lump sum) before the Member retires or refunds from PSERS.
6. The DRO must specify the retirement option to be elected by the Member at retirement or state that the Member may select any retirement option offered under the Retirement Code, i.e., Maximum Single Life Annuity (MSLA), Option 1, Option 2, Option 3, or a PSERS-approved survivor annuity.
7. If a monthly annuity payment option other than the MSLA is chosen on the Alternate Payee's portion, the DRO must state which party bears the cost.
8. The DRO must specify the amount of the DB benefit to be paid to the Alternate Payee through: (1) a set dollar (\$) amount; (2) a specific percentage (%) of the Member's total monthly annuity; or (3) a percentage (%) of the Marital Property Component.
9. The Divorce Code defines the Marital Property Component using the Coverture Fraction, which is calculated using the service credit earned during the months of marriage, divided by the total service credit earned during the entire period of employment.
10. The Alternate Payee's share of the Member's benefit is calculated using the Member's actual date of retirement.
11. If the Member retires under a disability, the Member's disability supplement is excluded from the calculation of the Marital Property Component, unless the DRO specifically states it is to be included.
12. An Alternate Payee may elect to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan by way of a Direct Rollover.
13. The DRO may state how payments are payable in the event the Alternate Payee predeceases the Member, such as: (1) revert to the Member; (2) paid to the Alternate Payee's estate; or (3) paid to a Contingent Alternate Payee. PSERS will presume that the payments revert to the Member, if the DRO does not state otherwise.
14. The DRO may state whether the Member must name the Alternate Payee as an irrevocable beneficiary to the extent of the Alternate Payee's equitable distribution interest in any DB death benefits payable by PSERS.
15. The DRO must specify the name and last known mailing address of the Member and each Alternate Payee covered by the DRO and state that it is the responsibility of each party to keep a current mailing address on file with PSERS.
16. PSERS must receive the birth date and social security number of each Alternate Payee. The parties should provide a separate, confidential addendum identifying birth dates and social security numbers.
17. The DRO must require the Member to execute an authorization to receive information allowing each Alternate Payee to monitor the Member's compliance with the terms of the DRO.



## **Can an *Application for Retirement* be filed before a divorce is finalized?**

Yes. A pending divorce proceeding does NOT prevent the Member from filing an *Application for Retirement* (PSRS-8) with PSERS.

*Note: To preserve a retirement date of the day following the Member's termination date, the Application for Retirement must be properly filed within 90 days after the termination date. If the Member's application is received more than 90 days after the termination date, the effective date of retirement cannot be prior to the date a complete application is received by PSERS.*

The *Application for Retirement* requires the Member to certify whether there is an existing court order or pending divorce proceeding. If certified, PSERS will accept the application but will not process any payments until the appropriate divorce documents are submitted and approved. PSERS is not liable for any payment or benefit issued prior to notification of a pending divorce matter.

Any Member who is leaving employment and eligible for a DB benefit should attend a Retirement Exit Counseling meeting. At a Retirement Exit Counseling meeting, a PSERS counselor will assist the Member with the completion of the *Application for Retirement*. PSERS will process the application in compliance with an ADRO. If the Member is unable to fully complete an application because of a pending divorce action, the Member should complete as much as possible and submit the application with a letter stating the reason for the incomplete application. PSERS will work with the Member to complete the application once there is an ADRO.

## **If a Member retired prior to divorce proceedings, may they change retirement options for purposes of equitable distribution?**

It depends. The Retirement Code limits a retired Member's ability to change monthly payment options. A Member who retired and selected a survivor annuity option can change their option only if their named survivor annuitant predeceases them, the Member is awarded a divorce, or the Member becomes married after the selection of the option. A Member cannot change an MSLA or Option 1 selection.

## **When are DB benefit payments made under an ADRO?**

PSERS can pay the DB benefit pursuant to an ADRO only after the Member terminates employment and completes and submits to PSERS one of the following:

- Application for Refund (PSRS-59)
- Application for Disability Retirement (PSRS-49)
- Application for Retirement (PSRS-8)

# PSERS DC Plan

## What portion of the DC benefit is Marital Property?

Unlike the DB component, the Divorce Code does not statutorily define the Marital Property Component of a DC benefit using the Coverture Fraction. Rather, Marital Property is defined, in general, as all property acquired by either party during the marriage and the increase in value of any nonmarital property acquired prior to marriage.

The marital portion of the DC benefit cannot be more than the vested portion of the Member's DC account available as of the date of transfer to the Alternate Payee. The vested portion of the DC benefit is the mandatory participant contributions and voluntary contributions, as adjusted for costs and fees, including any earnings or losses on such contributions. The vested portion will include mandatory employer contributions provided the Member has accrued at least three eligibility points with PSERS.

The value of the vested portion of the DC benefit can be obtained by accessing the Member's online DC account. Click on "Contributions & Savings" then "Balances" and then "Vested." The online DC account can also provide prior quarterly statements of account that were issued near the date of marriage and an account balance history.

For more information regarding the value of the DC benefit, please contact Voya Financial, the third-party administrator of the PSERS DC Plan, at 833.4DC.MMBR(432.6627).

## What are the DRO rules for a DC benefit?

1. PSERS must review and approve the DRO for it to be effective.
2. In no case can the DRO provide any type or form of benefit or any option that is not set forth in the Retirement Code.
3. The total DC benefit payable to the Alternate Payee cannot exceed the vested amount of the Member's DC account as of the date of payment to the Alternate Payee.
4. The DRO cannot allow the Alternate Payee to exercise any of the Member's rights, options, or privileges.
5. The DRO must provide for an immediate, single lump-sum payment to the Alternate Payee. The DRO cannot require the segregation of the Alternate Payee's share into a subaccount or newly established account in the Alternate Payee's name.
6. The Alternate Payee's immediate, single lump-sum payment may be made by a direct payment or, to the extent permitted under the IRC, an eligible rollover, or trustee-to-trustee transfer to another eligible plan or qualified account owed by the Alternate Payee.
7. At the time of payment to the Alternate Payee, the single-lump sum payment may be either: (a) a specific dollar (\$) amount of the vested balance available, or (b) a percentage (%) of the vested balance available. The DRO must specify the date upon which the valuation is based. In the case of a Participant who is currently receiving distributions from the PSERS DC Plan, the DRO shall not order the PSERS DC Plan to pay the Alternate Payee more than the vested balance available in the Participant's Individual Investment Account as of the date the DRO is approved.

8. The DRO cannot direct from which subaccounts the amount payable to the Alternate Payee will be paid. The amount paid must be paid on a pro-rata basis across the various accounts and/or subaccounts maintained for the Member.
9. The DRO cannot require PSERS to recover or distribute any funds that were distributed before PSERS' approval of the DRO.
10. The DRO must state that the PSERS DC Plan shall not be required to recoup or make good for losses in value to the vested DC account.
11. In the case of a Member who is currently receiving distributions from the PSERS DC Plan as of the date that the DRO is approved by PSERS, the DRO shall not order the PSERS DC Plan to pay the Alternate Payee more than the vested balance available in the Member's DC Account as of the date the DRO is approved or require that distributions continue to the Alternate Payee after the death of the Participant and final settlement of Member's DC Account.
12. The DRO may state whether the Member must name the Alternate Payee as an irrevocable beneficiary in any DC benefit death benefits payable by PSERS and the percentage payable.
13. The DRO must specify the name and last known mailing address of the Member and each Alternate Payee and state that it is the responsibility of each party to keep a current mailing address on file with PSERS.
14. PSERS must receive the birth date and social security number of each Alternate Payee. The parties should provide a separate, confidential addendum identifying the birth date and social security number.
15. The DRO must require the Member to execute an authorization allowing the Alternate Payee to monitor the Member's compliance with the terms of the DRO.

### **When is the DC benefit payment made under an ADRO?**

After PSERS notifies the Alternate Payee that a DRO has been approved as an ADRO, it is the Alternate Payee's responsibility to contact the PSERS DC Plan administrator and provide distribution instructions. The Alternate Payee can take a direct distribution subject to any taxes and penalties or roll it over into another qualified account.

### **Can the Member request a DC benefit distribution before a divorce is finalized?**

Yes. A pending divorce proceeding does not prevent the Member from filing a request for a distribution from the PSERS DC Plan. Provided PSERS is timely notified of a pending divorce, the PSERS DC Plan administrator will not process or distribute any amounts requested until the appropriate divorce documents are submitted and approved. PSERS is not liable for any distribution issued prior to notification of a pending divorce matter.

If the parties agree in writing that the DC benefit is not affected by the divorce proceeding, the distribution can be processed before the divorce is finalized.

## How will taxes be handled?

An Alternate Payee is responsible for any tax liabilities on payments that they receive. The Member is responsible for any tax liabilities on payments that they receive or that their Contingent Alternate Payee(s) receives during the Member's life. A *Form 1099-R* will be mailed accordingly. The parties should independently determine that all allocations are in compliance with Federal and state law, including the IRC. PSERS will pay any nontaxable benefits to the Member, unless otherwise directed in the ADRO.

## What happens if the Alternate Payee or the Member dies before a Divorce Decree is entered?

The death of a party during the pendency of divorce proceedings, but before a Divorce Decree has been entered, will not prevent the court from completing the Equitable Distribution of Marital Property, provided certain statutory grounds have been established. If one of the grounds in the Divorce Code applies and the court proceeds with the divorce action, PSERS will review and process the DRO as if the death had not occurred. If not, then the death abates the divorce action and any death benefits will be payable as if the Member did not divorce, including making payment to the member's current beneficiary(ies), which may or may not include the spouse.

## Are there circumstances, other than death, in which payments to an Alternate Payee will stop?

Yes. If the Member retires and subsequently returns to active school service in Pennsylvania, the Retirement Code requires that the payment of the Member's monthly annuity be suspended during the return to service. If the payment of the Member's monthly annuity is suspended due to a return to service with PSERS, the payment of the Alternate Payee's share of the retirement benefit will cease as well.

Additionally, benefits paid by PSERS are subject to the Public Employee Pension Forfeiture Act (Forfeiture Act). Under certain circumstances, the Member's guilty plea to, plea of nolo contendere to, or jury or court's finding of guilty for one of the crimes enumerated in the Forfeiture Act will cause the forfeiture of retirement benefits payable to the Member. Because the Alternate Payee's portion is wholly derived from the Member's right to the benefit, the Alternate Payee's portion of the Member's benefit is also forfeited. Pension forfeiture applies to both the DB and DC benefits.

# Contacting PSERS

PSERS can be contacted toll-free at 1.888.773.7748 from 8:30 a.m. to 5:00 p.m., Monday through Friday, except on major holidays. PSERS also has regional offices located throughout the state. Their core operating hours are 8:30 a.m. to 5:00 p.m. A complete list of all PSERS' regional offices is on PSERS' website under Regional Offices



## Website

[pa.gov/PSERS](http://pa.gov/PSERS)

Register for PSERS' Member Self-Service (MSS) Portal to access your retirement account online, anytime!



## Call or Fax

**Mon-Fri: 8 a.m. - 5 p.m.**

**Toll-Free: 1.888.773.7748**

**Local Calls: 717.787.8540**

**Fax: 717.772.3860**



## Send us a Secure Message through your MSS Account!

Don't have an MSS Account? Complete the Contact Form on our website.



## Harrisburg Headquarters

PSERS  
5 N 5th Street  
Harrisburg PA 17101-1905

## Need help with your PSERS DC account?

Call us at 833.432.6627 Mon-Fri 8a.m. - 8p.m., or access your DC account through the PSERS MSS Portal!

# Glossary of Terms

**Accumulated Deductions** – The total contributions paid by the Member and the statutory interest credited on all such contributions.

**Alternate Payee** – The spouse, former spouse, child, or dependent of the Member who is recognized by an ADRO as having the right to receive money payable to a Member under the Retirement Code.

**Approved Domestic Relations Order (ADRO)** – A Domestic Relations Order that meets the requirements of the Retirement Code (24 Pa.C.S. §§ 8533.1–8533.4) and that has been approved by PSERS.

**Beneficiary** – The person or persons, institution, trustee, or estate receiving or eligible to receive a lump sum death benefit from the PSERS DB Plan or the PSERS DC Plan.

**Contingent Alternate Payee** – The spouse, former spouse, child, or dependent of the Member who is recognized by an ADRO as having the right to receive the Alternate Payee's portion in the event the Alternate Payee predeceases the Member.

**Coverture Fraction** – The Coverture Fraction is the statutory formula used for calculating the Marital Property Component. The denominator is the number of months the Member worked to earn the total benefit and the numerator is the number of such months during which the parties were married and not finally separated.

**Defined Benefit (DB) Plan** – A retirement plan offering fixed and definable retirement benefits. The benefit is not dependent on the amount of the employee contributions. Class T-C, Class T-D, Class T-E, Class T-F, Class T-G, and Class T-H members of PSERS have a DB Benefit.

**Defined Contribution (DC) Plan** – A retirement plan offering a benefit based on the amount of contributions in the participant's account and investment performance. The vested contributions and earnings, if any, adjusted for costs and fees, are available to the participant to withdraw when they terminate employment or retiree. Class T-G, Class T-H, and Class DC Members of PSERS have a DC benefit.

**Direct Rollover** – At retirement or termination, an election to have PSERS directly transfer a lump sum payment to an eligible retirement plan, such as an Individual Retirement Account (IRA).

**Divorce Code** – The Pennsylvania law that governs divorce proceedings and equitable distribution as codified at, 23 Pa.C.S. § 3101, et seq.

**Divorce Decree** – A court order approving the termination of a marriage.

**Domestic Relations Order (DRO)** – The general term for a court order made pursuant to a state domestic relations law that provides for the Equitable Distribution of Marital Property to an Alternate Payee. Includes an Interim Domestic Relations Order, which provides for an interim partial distribution or assignment of Marital Property typically issued prior to a Divorce Decree.



**Equitable Distribution** – The division of Marital Property in a divorce.

**Internal Revenue Code (IRC)** – The Federal law establishing tax law in the United States.

**Irrevocable Beneficiary** – The person or persons permanently designated in an ADRO to receive all, or a portion of a lump sum benefit payable upon the death of a Member.

**Marital Property** – Assets (cash, property, pension, stocks, etc.) that can be divided between spouses in a divorce.

**Marital Property Component** – The portion of the Member’s retirement benefit with PSERS that constitutes Marital Property.

**Member** – A person with qualifying employment in a Pennsylvania public school or other qualified entity resulting in a defined benefit account with PSERS. The term also includes those individuals who have a defined contribution account with PSERS.

**Multiple Service Member** – A Member who has elected to combine their school service in PSERS and state service in SERS.

**Present Value (PV)** – The total value of a Member’s DB benefit used to fund the annuity payments over the Member’s lifetime, or the amount paid to a Beneficiary when a vested Member dies in service.

**Property Settlement Agreement (PSA)** (also known as Marital Settlement Agreement or Separation Agreement) – An agreement between the Member and the Alternate Payee, establishing the terms of the Equitable Distribution of the parties’ Marital Property.

**Public Employee Pension Forfeiture Act** – The Pennsylvania law providing that, under certain circumstances, the Member’s guilty plea to, plea of nolo contendere to, or jury or court’s finding of guilt for one of the crimes enumerated in the law will cause the forfeiture of all benefits payable to the Member as codified at 43 P.S. § 1311, et seq.

**Public School Employees’ Retirement Code (Retirement Code)** – The Pennsylvania law governing the administration of PSERS as codified at 24 Pa.C.S. § 8101, et. seq.

**Public School Employees’ Retirement System (PSERS)** – An agency of the Commonwealth of Pennsylvania that manages a governmental pension plan for Pennsylvania public school employees.

**State Employees’ Retirement System (SERS)** – An agency of the Commonwealth of Pennsylvania that manages a governmental pension plan for Pennsylvania state employees and employees of certain independent agencies.

**Survivor Annuitant** – The person or persons designated by a Member under a joint and survivor annuity option to receive a lifetime monthly benefit upon the Member’s death.

# Exhibit A

## SAMPLE—Domestic Relations Order—DB Benefit

COURT OF COMMON PLEAS OF \_\_\_\_\_ COUNTY,  
COMMONWEALTH OF PENNSYLVANIA

_____	:	FAMILY DIVISION
PLAINTIFF	:	
	:	
v.	:	NO. _____
_____	:	
DEFENDANT	:	
	:	ACTION IN DIVORCE

### DOMESTIC RELATIONS ORDER

AND NOW, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the attached Stipulation and Agreement entered into by the parties in the above captioned case and dated \_\_\_\_\_ is hereby incorporated, but not merged, into this Order of Court.

\_\_\_\_\_  
J.

ATTEST:

# Exhibit A

## SAMPLE—Domestic Relations Order—DB Benefit

COURT OF COMMON PLEAS OF \_\_\_\_\_ COUNTY,  
COMMONWEALTH OF PENNSYLVANIA

_____,	:	FAMILY DIVISION
PLAINTIFF	:	
	:	
v.	:	NO. _____
_____,	:	
DEFENDANT	:	
	:	ACTION IN DIVORCE

### STIPULATION AND AGREEMENT FOR THE ENTRY OF “DOMESTIC RELATIONS ORDER” PUBLIC SCHOOL EMPLOYEES’ RETIREMENT SYSTEM

AND NOW, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the parties, \_\_\_\_\_, Plaintiff, and \_\_\_\_\_, Defendant, having been divorced by Decree dated \_\_\_\_\_ of the Court of Common Pleas of [COUNTY NAME] County, entered at Docket Number \_\_\_\_\_, do hereby stipulate and agree as follows:

- Plan Information.** This Stipulation and Agreement for the Entry of “Domestic Relations Order” (“Stipulation and Agreement”) relates to the Commonwealth of Pennsylvania, Public School Employees’ Retirement System (hereinafter “the Plan” or “PSERS”), as provided by the Public School Employees’ Retirement Code (“Retirement Code”), 24 Pa.C.S. § 8101 et seq.
- Member Information.** \_\_\_\_\_ (hereinafter “Member”) whose current mailing address is \_\_\_\_\_, is a Member of PSERS. Member’s date of birth and Social Security Number shall be provided to PSERS on a separate document submitted together with a certified copy of the Stipulation and Agreement at the time the Stipulation and Agreement is submitted to PSERS for final approval.
- Alternate Payee Information.** \_\_\_\_\_ (hereinafter “Alternate Payee”), whose current mailing address is \_\_\_\_\_, is the former spouse of Member. Alternate Payee’s date of birth and Social Security Number shall be provided to PSERS on a separate document submitted together with a certified copy of the Stipulation and Agreement at the time the Stipulation and Agreement is submitted to PSERS for final approval.
- Address Notification.** The parties shall promptly notify PSERS of any change in their address from those set forth in this Stipulation and Agreement.

# Exhibit A

## SAMPLE—Domestic Relations Order—DB Benefit

5. **Retirement Benefits.** Member's retirement benefit is defined as all monies paid to or on behalf of Member by PSERS, including any lump-sum withdrawals and/or scheduled or ad hoc increases, but excluding the disability supplement of any disability annuity paid to Member by PSERS. Member's retirement benefit does not include any enhancements to Member's retirement benefit arising from post-separation monetary contributions made by Member. Equitable distribution of the marital property component of Member's retirement benefit, as set forth in Paragraph Six (6) shall commence as soon as administratively feasible after the Member's effective date of retirement or the approval by PSERS of a Domestic Relations Order incorporating this Stipulation and Agreement, whichever is later.

6. **Calculation of Alternate Payee's Portion. [Choose ONLY one option below.]**

### [Marital Property Component]

- (a) The marital property component of Member's retirement benefit equals
  - 1) the Coverture Fraction multiplied by
  - 2) the Member's retirement benefit on the effective date of Member's retirement calculated using the Retirement Code in effect on the date of actual retirement and the Member's final average salary and years of service credit at the time of retirement as calculated by PSERS.
- (b) The Coverture Fraction is a fraction with a value less than or equal to one (1.00).  
The numerator shall equal the amount of Member's service, as defined by PSERS, for the period from \_\_\_\_\_ (date of marriage) to \_\_\_\_\_ (date of separation). The denominator shall equal the amount of Member's total credited service, as defined by PSERS, on the date of retirement.
- (c) \_\_\_\_\_ percent (%) of the marital property component of the Member's retirement benefit is to be allocated to Alternate Payee for the purpose of equitable distribution of this marital asset.

*Note: PSERS cannot alter the statutory benefit structure to calculate a desired outcome for the parties. If the parties choose to use a different method to define the Coverture Fraction, including redefining the denominator or final average salary, PSERS does not guarantee a particular benefit or payment amount or that PSERS can perform such calculation at the time of retirement.*

OR

### [Pre-defined amount]

Alternate Payee's share of Member's retirement benefit shall be \$(specific amount) or (specific percentage)% of Member's total monthly annuity.

# Exhibit A

## SAMPLE—Domestic Relations Order—DB Benefit

7. **Death of Member.** Member hereby nominates Alternate Payee as an irrevocable beneficiary to the extent of the Alternate Payee's equitable distribution interest in Member's retirement benefit for any death benefits payable by PSERS. The balance of any death benefit remaining after the allocation of the equitable distribution portion payable to Alternate Payee and any other Alternate Payees named under other PSERS-approved Domestic Relations Orders ("Balance") shall be paid to the beneficiaries named by Member on the last *valid Nomination of Beneficiaries* (PSRS-187) form received by PSERS prior to Member's death. If the last valid *Nomination of Beneficiaries* form received by PSERS prior to Member's death (a) predates any approved Domestic Relations Order incorporating this Stipulation and Agreement, and (b) names Alternate Payee as a beneficiary, then: (1) the terms of the Domestic Relations Order shall alone govern Alternate Payee's share of any death benefit, and (2) for purposes of paying the Balance via the last valid *Nomination of Beneficiaries* form filed with PSERS prior to Member's death, Alternate Payee shall be treated as if Alternate Payee predeceased Member.

8. **Authorization.** In accordance with the requirements of 24 Pa.C.S. § 8553.1(a)(9), Member hereby authorizes PSERS to release to Alternate Payee all relevant information concerning Member's PSERS retirement benefit so that Alternate Payee shall be able to monitor Member's compliance with the provisions of this Stipulation and Agreement. Such authorization shall be construed as an authorization for the Alternate Payee to receive information concerning the Member that relates to the administration, calculation, and payment of the Alternate Payee's share of the Member's benefit.

9. **Death of Alternate Payee.** If Alternate Payee dies prior to the receipt of all payments potentially payable to the Alternate Payee from PSERS under the Approved Domestic Relations Order that incorporates this Stipulation and Agreement, then any payment payable to the Alternate Payee by PSERS shall:

**[Choose one option. CHOOSE EITHER (a), (b), or (c); DO NOT INCLUDE ALL OPTIONS OR A COMBINATION OF OPTIONS]**

(a) Revert to Member.

**OR**

(b) Be paid to Alternate Payee's estate to the extent of the Alternate Payee's equitable distribution portion of the Member's retirement benefit.

**OR**

(c) Be paid to [a/each] "Contingent Alternate Payee" [include the name(s), address(es), date(s) of birth, social security number(s) and percentage(s) (totaling 100%) payable to each Contingent Alternate Payee, and the relationship of each Contingent Alternate Payee to the Member].

*Note: If the Alternate Payee is entitled to a portion of the Member's death benefit and the Alternate Payee's equitable distribution portion of the Member's retirement benefit is to be a monthly "sum certain" amount, the DRO must specify the Alternate Payee's equitable distribution portion as a percentage of the Member's death benefit or a specific lump sum up to the amount of the available death benefit.*

# Exhibit A

## SAMPLE—Domestic Relations Order—DB Benefit

10. **Retirement Option Election.** The term and amount of Member's retirement benefit payable to Alternate Payee under the terms of this Stipulation and Agreement after its entry as a Domestic Relations Order acceptable to PSERS are dependent upon which option is elected by Member upon retirement.<sup>1</sup> Member and Alternate Payee expressly agree that:

**[Choose one option. CHOOSE EITHER (a), (b), or (c); DO NOT INCLUDE ALL OPTIONS OR A COMBINATION OF OPTIONS]**

(a) Member shall elect [Maximum Single Life Annuity] OR [Option 1] OR [Option 2] OR [Option 3] OR [Option 4 – Actuarially Equivalent Survivor Annuity Option] for the Alternate Payee's portion at the time Member files an *Application for Retirement* with PSERS. Member may elect any option on the remaining portion that does not negatively affect the Alternate Payee's portion. The Alternate Payee shall share equally in the cost of such option election on the Alternate Payee's portion

**OR**

(b) Member shall elect a joint and equitable distribution portion annuity (as defined in paragraph 5). The Alternate Payee shall receive their portion of the annuity, which is payable to Member during the Alternate Payee's lifetime, so that the Alternate Payee shall receive a portion of the Member's benefit during the Alternate Payee's lifetime and the same amount as a survivor annuity if the Member predeceases the Alternate Payee after the Member's retirement. The Alternate Payee acknowledges that if they predecease the Member after the Member's retirement, then under this levelized survivor annuity option, no survivor annuity is payable to the Alternate Payee's estate or contingent alternate payee. Member may elect any option for the remaining portion that does not negatively affect the Alternate Payee's portion. The Alternate Payee shall share equally in the cost of such option election.

**OR**

(c) Member may elect any retirement option offered by PSERS under the Retirement Code at the time Member files an application to retire with PSERS.

11. **Lump-Sum Benefit.** Upon retirement, Member [shall] OR [may] OR [may not] elect to receive a lump-sum payment of the Member's accumulated deductions pursuant to 24 Pa.C.S. § 8345(a)(4)(iii). The Alternate Payee:

**[Choose one option. CHOOSE EITHER (a), (b), or (c); DO NOT INCLUDE ALL OPTIONS OR A COMBINATION OF OPTIONS]**

(a) is entitled to receive the equitable distribution portion of the lump sum payment as outlined in Paragraph Six (6)

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<sup>1</sup>Member retirement options are codified in 24 Pa.C.S. § 8345 and are calculated using the Public School Employees' Retirement Board-adopted actuarial factors in effect at the time of actual retirement.



# Exhibit A

## SAMPLE—Domestic Relations Order—DB Benefit

*Note: If the allocation of the lump-sum benefit to the Alternate Payee is not specifically stated, the Alternate Payee will receive their equitable distribution portion of the lump-sum benefit.*

**OR**

(b) is not entitled to receive any portion of the Member's lump sum payment.

**OR**

(c) is entitled to receive \$(specific amount) or (specific percentage) % of the Member's lump sum payment.

12. **Tax Liabilities.** PSERS shall issue individual tax forms to Member and Alternate Payee for the amounts paid to each.

13. **Limitations on the Alternate Payee.** Alternate Payee acknowledges that the Alternate Payee's share of the Member's benefit is derivative of the Member's right to receive benefits pursuant to the Retirement Code and does not constitute a separate account, subaccount, or benefit. Alternate Payee may not exercise any right, privilege or option offered by the Retirement Code. In no event shall the Alternate Payee or their estate have greater benefits or rights than those that are available to the Member. The Alternate Payee or their estate is not entitled to any benefit not otherwise provided by the Retirement Code. The Alternate Payee or their estate is only entitled to the specific benefits offered by the Retirement Code as provided in the Approved Domestic Relations Order incorporating this Stipulation and Agreement. All other rights, privileges, and options offered by the Retirement Code not granted to the Alternate Payee or their estate by the Approved Domestic Relations Order are preserved for the Member. Member and Alternate Payee acknowledge that benefits paid pursuant to an Approved Domestic Relations Order are and shall remain subject to the Public Employee Pension Forfeiture Act, 43 P.S. § 1311, et seq.

14. **Intent of the Parties.** The parties intend and agree that the terms of this Stipulation and Agreement shall be approved, adopted, and entered as a Domestic Relations Order.

15. **Amendments.** The Court of Common Pleas of \_\_\_\_\_ County, Commonwealth of Pennsylvania, shall retain jurisdiction to amend any Domestic Relations Order incorporating this Stipulation and Agreement, but only for the purpose of establishing it or maintaining it as a Domestic Relations Order; provided, however, that no such amendment shall require PSERS to provide any type or form of benefit, or any option not otherwise provided by PSERS and authorized by the Retirement Code, and further provided that no such amendment or right of the Court to so amend will invalidate any existing Domestic Relations Order.

# Exhibit A

## SAMPLE—Domestic Relations Order—DB Benefit

16. **Effective Date of Approved Domestic Relations Order.** Upon entry of a Domestic Relations Order incorporating this Stipulation and Agreement, a certified copy of the Domestic Relations Order and this Stipulation and Agreement and any attendant documents shall be served upon PSERS immediately by mailing a certified hard copy of the document together with all confidential information necessary for PSERS to process the document to:

**Specialized Processing Unit  
PSERS  
5 North 5th Street  
Harrisburg PA 17101-1905**

The Domestic Relations Order shall take effect immediately upon PSERS' approval of the order as an Approved Domestic Relations Order and PSERS' approval of any attendant documents and then shall remain in effect until such time as a further order of Court amends or vacates the Domestic Relations Order. Member and Alternate Payee understand and acknowledge that such approval cannot be granted unless and until all confidential information required for the processing and approval of the Domestic Relations Order is received by PSERS.

**WHEREFORE**, the parties, intending to be legally bound by the terms of this Stipulation and Agreement, do hereunto place their hands and seals.

Dated: \_\_\_\_\_ (Member)

Dated: \_\_\_\_\_ (Alternate Payee)

Dated: \_\_\_\_\_ (Attorney for Member)

Dated: \_\_\_\_\_ (Attorney for Alternate Payee)

# Exhibit B

## SAMPLE—Domestic Relations Order—DC Benefit

COURT OF COMMON PLEAS OF \_\_\_\_\_ COUNTY,  
COMMONWEALTH OF PENNSYLVANIA

_____	:	FAMILY DIVISION
PLAINTIFF	:	
	:	
v.	:	NO. _____
_____	:	
DEFENDANT	:	
	:	ACTION IN DIVORCE

### DOMESTIC RELATIONS ORDER

AND NOW, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the attached  
Stipulation and Agreement entered into by the parties in the above captioned case and dated  
\_\_\_\_\_ is hereby incorporated, but not merged, into this Order of Court.

\_\_\_\_\_  
J.

ATTEST:

# Exhibit B

## SAMPLE—Domestic Relations Order—DC Benefit

COURT OF COMMON PLEAS OF \_\_\_\_\_ COUNTY,  
COMMONWEALTH OF PENNSYLVANIA

_____	:	FAMILY DIVISION
PLAINTIFF	:	
	:	
v.	:	NO. _____
_____	:	
DEFENDANT	:	
	:	ACTION IN DIVORCE

### STIPULATION AND AGREEMENT FOR THE ENTRY OF “DOMESTIC RELATIONS ORDER” PUBLIC SCHOOL EMPLOYEES’ RETIREMENT SYSTEM

AND NOW, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the parties, \_\_\_\_\_, Plaintiff, and \_\_\_\_\_, Defendant, having been divorced by Decree dated \_\_\_\_\_ of the Court of Common Pleas of [COUNTY NAME] County, entered at Docket Number \_\_\_\_\_, do hereby stipulate and agree as follows:

- Plan Information.** This Stipulation and Agreement for the Entry of “Domestic Relations Order” (“Stipulation and Agreement”) relates to the Commonwealth of Pennsylvania, School Employees’ Defined Contribution Plan (hereinafter “Plan”), as established under and governed by the Public School Employees’ Retirement Code (“Retirement Code”), 24 Pa.C.S. § 8101 et seq., and administered by the Public School Employees’ Retirement System (“PSERS”).
- Participant Information.** \_\_\_\_\_ (hereinafter “Participant”), whose current mailing address is \_\_\_\_\_, is a Participant in the Plan. Participant’s date of birth and Social Security Number shall be provided on a separate document submitted together with a certified copy of the Stipulation and Agreement at the time the Stipulation and Agreement is submitted to the PSERS for final approval.
- Alternate Payee Information.** \_\_\_\_\_ (hereinafter “Alternate Payee”), whose current mailing address is \_\_\_\_\_, is the former spouse of Participant. Alternate Payee’s date of birth and Social Security Number shall be provided on a separate document submitted together with a certified copy of this Stipulation and Agreement at the time the Stipulation and Agreement is submitted to the PSERS for approval.
- Address Notification.** The parties shall promptly notify PSERS of any change in their address from those set forth in this Stipulation and Agreement.

# Exhibit B

## SAMPLE—Domestic Relations Order—DC Benefit

### 5. Alternate Payee's Portion of Participant's Individual Investment Account:

[Choose ONLY (a) or (b) below; do not include both alternatives in your order]

a. Alternate Payee shall be entitled to \$\_\_\_\_\_ of the vested balance of the Participant's individual investment account as of [mm/dd/yyyy], the date of valuation for purposes of this Domestic Relations Order, plus any gains or losses on the Alternate Payee's flat amount that have accumulated from that date to the date of distribution of the Alternate Payee's portion to the Alternate Payee by the Plan. The total amount assigned to Alternate Payee may not exceed the vested balance of the Participant's individual investment account. The "vested balance of the Participant's individual investment account" includes the vested portion of the Participant's accumulated employer defined contributions, the entire amount of the Participant's accumulated mandatory participant contributions and accumulated voluntary contributions, as well as all gains and losses on such contributions.

b. Alternate Payee shall be entitled to \_\_\_\_\_ percent (\_\_\_\_%) of the vested balance of the Participant's individual investment account as of [mm/dd/yyyy], the date of valuation for purposes of this Domestic Relations Order. The "vested balance of the Participant's individual investment account" includes the vested portion of the Participant's accumulated employer defined contributions, the entire amount of the Participant's accumulated mandatory participant contributions and accumulated voluntary contributions, as well as all gains and losses on such contributions.

The Alternate Payee's portion of the vested balance of the Participant's individual investment account shall be allocated to the Alternate Payee on a pro rata basis from all of the accounts and/or investment options maintained under the Plan by the Plan on behalf of the Participant.

6. **Distribution of Alternate Payee's Portion.** The portion of the vested balance of Participant's individual investment account set forth in Paragraph Six (6) shall be payable to Alternate Payee and shall be distributed to the Alternate Payee by the Plan as soon as administratively feasible after PSERS approves this Stipulation and Agreement in accordance with 24 Pa.C.S. § 8533.1. The Plan shall not be required to recoup or make good for costs, fees, or losses in value to the Participant's individual investment account incurred between the date of valuation used for equitable distribution purposes and the date of distribution to the Alternate Payee, nor shall the Plan be required to make payment of the Alternate Payee's portion of the vested balance of Participant's individual investment account as set forth in Paragraph Six (6) pursuant to any lien regardless of the priority of such lien. The Alternate Payee's distribution will be made in a single lump sum payment, either as a direct payment to the Alternate Payee or as an eligible rollover or trustee-to-trustee transfer to an eligible retirement plan or other qualified account owned by the Alternate Payee. Alternate Payee's portion of the vested balance of Participant's individual investment account shall not be segregated into a subaccount or newly established individual account in the Plan titled in the name of the Alternate Payee.

# Exhibit B

## SAMPLE—Domestic Relations Order—DC Benefit

Nothing in this Stipulation and Agreement shall be construed to prevent the Alternate Payee from treating the Alternate Payee's portion of the vested balance of Participant's individual investment account as "voluntary contributions" as that term is defined in 24 Pa.C.S. § 8102, if the Alternate Payee is otherwise eligible to do so.

7. **Authorization.** In accordance with the requirements of 24 Pa.C.S. § 8553.1(a.1)(9), Participant hereby authorizes the Plan to release to Alternate Payee all relevant information concerning Participant's participation in the Plan so that Alternate Payee shall be able to monitor Participant's compliance with the provisions of this Stipulation and Agreement. Such authorization shall be construed as an authorization for the Alternate Payee to receive information concerning the Participant that relates to the administration, calculation, and payment of the Alternate Payee's share of the Participant's individual investment account and shall not be valid after the Alternate Payee's share of the Participant's individual investment account has been distributed to the Alternate Payee by the Plan.

8. **Tax Reporting.** The Plan shall issue individual tax forms to Participant and Alternate Payee for amounts paid to each. For tax reporting purposes, any Alternate Payee who is the spouse or former spouse of the Participant shall be treated as the distributee of any distribution made to the Alternate Payee under the terms of this Stipulation and Agreement in accordance with applicable law and shall be required to pay the appropriate taxes on the distribution.

9. **Death of Alternate Payee.** In the event of the death of Alternate Payee prior to receipt of a distribution pursuant to a Domestic Relations Order incorporating this Stipulation and Agreement, any distribution payable to Alternate Payee by PSERS shall:

[Choose one option. CHOOSE EITHER (a), (b), OR (c); DO NOT INCLUDE ALL OPTIONS IN THE DRO]

(a) Be paid to Alternate Payee's Estate. **OR**

(b) Revert to Participant. **OR**

(c) Be paid to a Contingent Alternate Payee. *[Note: Must be the spouse, former spouse, child, or dependent of the Member.]*

Under no circumstances shall this provision be construed as requiring the Plan to recover or attempt to claw back any distribution made to Alternate Payee or Alternate Payee's Estate.



# Exhibit B

## SAMPLE—Domestic Relations Order—DC Benefit

10. **Limitations.** Nothing in this Stipulation and Agreement shall be construed to:
- a. Require the Plan to provide any type or form of benefit or any option not applicable to members of the Public School Employees' Retirement System or participants in the Plan;
  - b. Require the segregation of the Alternate Payee's share of the Participant's individual investment account into a subaccount or newly established individual account titled in the name of the Alternate Payee;
  - c. Require the Plan to recover or redistribute any funds distributed to the Participant or at the Participant's direction prior to the approval of this Stipulation and Agreement as an Approved Domestic Relations Order;
  - d. Require the payment of more than the lesser of the vested amount of the Participant's individual investment account balance as specified by this Stipulation and Agreement or the vested amount of the Participant's individual investment account as of the date of the transfer of the Alternate Payee's share to the Alternate Payee;
  - e. Require the recoupment or making good of losses in value to the Participant's individual investment account incurred between the date of valuation for equitable distribution purposes and the date of distribution to the Alternate Payee;
  - f. Grant the Alternate Payee any of the rights, privileges, and options available to the Participant;
  - g. Require distributions to the Alternate Payee after the death of the Participant and the final settlement of the Participant's individual investment account.

Participant and Alternate Payee acknowledge that the Participant's individual investment account is and shall remain subject to the Public Employee Pension Forfeiture Act, 43 P.S. §1311, et seq.

11. **Intent of the Parties.** The parties intend and agree that the terms of this Stipulation and Agreement shall be approved, adopted, and entered as a Domestic Relations Order.

12. **Amendments.** The Court of Common Pleas of [COUNTY NAME] County, Pennsylvania, shall retain jurisdiction to amend any Domestic Relations Order incorporating this Stipulation and Agreement, but only for the purpose of establishing it or maintaining it as a Domestic Relations Order; provided, however, that such amendment shall not require the Plan to provide any type or form of benefit, or any option not otherwise provided by the Plan, and further provided that such amendment or right of the Court to so amend will not invalidate the parties' existing Approved Domestic Relations Order.

# Exhibit B

## SAMPLE—Domestic Relations Order—DC Benefit

13. **Effective Date of Approved Domestic Relations Order.** Upon entry of a Domestic Relations Order incorporating this Stipulation and Agreement, a certified copy of the Domestic Relations Order and this Stipulation and Agreement and any attendant documents shall be served upon the Plan immediately by mailing a certified hard copy of the document together with all confidential information necessary for the Plan to process the document to:

**Specialized Processing Unit  
PSERS  
5 North 5th Street  
Harrisburg PA 17101-1905**

The Domestic Relations Order shall take effect immediately upon the Plan's approval of the order as an Approved Domestic Relations Order and the Plan's approval of any attendant documents and then shall remain in effect until such time as a further order of Court amends or vacates the Domestic Relations Order. Participant and Alternate Payee understand and acknowledge that such approval cannot be granted unless and until all confidential information required for the processing and approval of the Domestic Relations Order is received by the Plan.

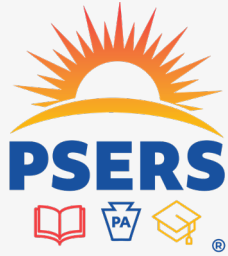
**WHEREFORE**, the parties, intending to be legally bound by the terms of this Stipulation and Agreement, do hereunto place their hands and seals.

Dated: \_\_\_\_\_ (Member)

Dated: \_\_\_\_\_ (Alternate Payee)

Dated: \_\_\_\_\_ (Attorney for Member)

Dated: \_\_\_\_\_ (Attorney for Alternate Payee)



## CONTACT



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1.888.773.7748



5 N 5th Street

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